

Remarks

This amendment is in response to the Final Office Action mailed on October 20, 2006 and accompanies a Request for Continued Examination. Applicant gratefully acknowledges the allowance of claim 6. Claims 2, 3, 8, and 14-16 are being amended and claim 1 is being cancelled. In view of the following remarks and above amendments, Applicant respectfully requests reconsideration and allowance of claims 2-16, 34, and 35.

In the Final Office Action, claims 1-5, 7-9, 11, 16, 34, and 35 were rejected under 35 U.S.C. § 102(b) as being anticipated by Kilby et al. (U.S. Pat. No. 6,257,397). Kilby et al. discloses a proofing and baking conveyor module which is significantly different from a module conveyor belt disclosed in the present application. The module disclosed in Kilby et al. includes side walls having ends. The Final Office Action adopts the non-final Office Action assertion that each end of each side wall is a hinge element defining a space therebetween. As discussed below, Applicant agrees that a space is defined between the ends of each side wall. Applicant, however, asserts that a roller is not retained in the space defined between the ends of each side wall, as required in the pending claims.

In response to Applicant's remarks mailed on July 26, 2006, the Final Action asserts that the "space in Kilby et al. (6,257,397) is defined just as much by the hinge elements as it is by the side walls in a manner entirely like applicant's invention(s)." Applicant respectfully disagrees. Two spaces are defined in Kilby et al. One space is defined between the side walls, and a second space is defined between the hinge elements, or ends of the side walls. An object, such as a roller, retained in the space defined between the side walls in Kilby et al. is not retained in the space defined between ends of the side walls. Accordingly, the space defined between the side walls in Kilby et al. is not the same space defined between ends of the side walls.

Claims 1 and 34 require that a roller is retained in the space between the hinge elements, i.e. the ends of the side walls. Kilby et al. does disclose a shaft extending between the space defined between the hinge elements. The shaft, however, couples the link to an adjacent link and does not retain a roller in the space defined between the hinge elements. The roller disclosed in Kilby et al. is retained in the space defined between the side walls and not in the space defined between hinge elements, as required in claims 1 and 34. Nothing in

Kilby et al. suggests retaining a roller in the space defined between the hinge elements. Accordingly, Applicant respectfully asserts that claims 1 and 34 are allowable over Kilby et al.

Applicant respectfully asserts that claim 2 is allowable in its own right. Claim 2 recites the limitation of a shaft retaining the roller in the space defined between the hinge elements and extending between the first and second halves through the space between the hinge elements. As discussed above, in Kilby et al. the shaft extending between the space defined between the ends of the side walls couples adjacent links and does not retain a roller. Nothing in Kilby et al. suggests a shaft extending through a space defined between the hinge elements retaining a roller in the space. Accordingly, Applicant respectfully asserts that claim 2 is allowable over Kilby et al.

Applicant respectfully asserts that claim 15 is also allowable in its own right. Claim 15 recites the limitation of at least a portion of said roller extends at least one of above said cradle and below said cradle. As discussed above, Kilby et al. does not disclose a roller retained in the space defined between the hinge elements. Moreover, the roller retained in the space defined between the side walls does not extend above or below the cradle. Nothing in Kilby et al. suggests at least a portion of said roller extends at least one of above said cradle and below said cradle in combination with the other limitations of claim 15. Accordingly, Applicant respectfully asserts that claim 15 is allowable over Kilby et al.

Claims 2 and 15 are being rewritten in independent form including all of the limitations of claim 1 and claim 1 is being cancelled. Claims 3, 8, and 14-16 are being amended to correct dependencies in view of the cancellation of claim 1. Claims 3-5, 7-9, 11, 16, and 35 depend from claim 2, 15, or 34. Accordingly, withdrawal of the rejection of claims 1-5, 7-9, 11, 16, 34, and 35 under 35 U.S.C. § 102(b) is respectfully requested.

In the Office Action, claims 1-5, 7-9, 11, 13, 15, 16, 34, and 35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Kilby et al. As discussed above, Kilby et al. fails to disclose or suggest all of the limitations of the pending claims. Accordingly, withdrawal of the rejection of claims 1-5, 7-9, 11, 13, 15, 16, 34, and 35 under 35 U.S.C. § 103(a) is respectfully requested.

In an Advisory Action refusing to enter an amendment responding to the Final Office Action, the Examiner admits that he does not understand the arguments substantially identical to the above arguments because Applicant discusses distinguishing over the art of records in terms of side walls which are not found in the claims. The above arguments distinguish the claimed invention in terms of side walls and hinge elements. Side walls and the space defined therebetween are not found in the independent claims because they are not relevant to the claimed invention. As discussed above, the space defined between hinge elements, or ends of the sidewalls if the ends function as hinge elements, is relevant and recited in the claims. Arguments in the unentered amendment are repeated above in modified form to more clearly make this distinction.

In view of the above remarks, amendments to claims 2, 3, 8, and 14-16, and cancellation of claim 1, Applicant respectfully requests reconsideration and allowance of claims 2-16, 34, and 35. Please charge the required fee for the RCE, extension of time to respond, and additional independent claim to deposit account no. 17-0055. No other additional fees for filing this response are believed to be due. However, if such fees are due, including an additional extension of time to respond, the Commissioner is hereby authorized to charge them to deposit account no. 17-0055.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. G. Radler', written over a horizontal line.

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